

EXHIBIT B



FRIED, FRANK, HARRIS, SHRIVER & JACOBSON LLP

One New York Place
New York, NY 10004-1000
Tel: 212.859.8000
Fax: 212.859.4000
www.ffhaj.com

Direct Line: (212) 859-8019
Fax: (212) 859-8583
sohelbr@ffhaj.com

March 20, 2006

VIA E-MAIL AND
OVERNIGHT COURIER

Appaloosa Management, L.P.
26 Main Street
1st Floor
Chatham, New Jersey 07928
Attn: Mr. David Tepper
Mr. Ron Goldstein
Kenneth Maiman, Esq.

RE: Appaloosa Management, L.P. ("AML")
Engagement of Fried, Frank, Harris, Shriver & Jacobson LLP

Dear David, Ron and Ken:

We are honored and delighted that you have asked us to act as counsel for AMLP. This letter confirms the engagement of and sets forth the terms and conditions upon which our firm will be engaged as attorneys for AMLP with respect to certain matters set forth herein. We are required, under applicable law, to set forth the scope of the engagement and the basis for our compensation and reimbursement of out-of-pocket expenses.

REDACTED

FRIED, FRANK, HARRIS, SHERVER & JACOBSON LLP

RECEIVED

FRIED, FRANK, HARRIS, SHELVER & JACOBSON LLP

REDACTED

3. Waiver of Conflicts

There is always the possibility that we may be called upon by other clients, present or future, to act in an adverse position to AMLP. AMLP agrees that our law firm will remain free, notwithstanding our representation of AMLP in the matter described above or in other matters and whether or not during the course of our representation of AMLP, to represent any present or future client of our law firm with interests adverse to AMLP in any matter (including representation in litigation, arbitration or mediation in which AMLP and such other client are or may be adverse parties), so long as such matter is (a) not substantially related to matters in which we are currently representing AMLP and (b) does not require us to utilize confidential information that we have learned from AMLP while working on its behalf.

REDACTED

FRIED, FRANK, HARRIS, SHRIVER & JACOBSON LLP

REDACTED

Your signature below confirms that you have had an opportunity to consult with other legal counsel or advisors of your choice regarding the matters set out in this letter (including, without limitation, the matters set out under Waiver of Conflicts).

The provisions of this engagement letter may not be modified except in a subsequent writing executed by all of the parties hereto. This letter may be executed in counterparts, which counterparts, when fully executed and considered together, shall constitute our agreement.

If the foregoing accurately sets forth our agreement, kindly countersign the original and enclosed copy of this letter. After you have done so, please retain the original for your files, and return the signed copy to us. Upon such execution, this letter will supersede all prior understandings and will constitute the binding agreement of Fried Frank and AMLP.

Thank you for providing us with the opportunity to work with you and your colleagues.

Very truly yours,



Brad Eric Scheler

**ACCEPTED AND AGREED AS OF
THE DATE FIRST WRITTEN ABOVE:**

APPALOOSA MANAGEMENT, L.P.

By: K. Manna

Name:

Title: